No. 06-1023

FILED
APR 24 2007
OFFICE OF THE CL
SUPREME COURT

IN THE

Supreme Court of the United States

IN RE CHERYL R. RICHARDSON,
Petitioner(s)

v.

SAFEWAY ROCKY MOUNTAIN FEDERAL CREDIT UNION,
Respondent(s)

On Petition For Rehearing
To The Combined Courts of the State of Colorado

CHERYL R. RICHARDSON
515 SHADY CREST CIRCLE
COLORADO SPRINGS, CO 80916
(719) 210-3605 OR 210-3514

Questions Presented on Rehearing

1. Whether the combined courts of the State of Colorado, "District Court, Colorado Court of Appeals and Supreme Court of State of Colorado," failed to use Colorado Rules of Civil Procedure 60(B)(1), (2) and (5) and failed to answer or explain the time limitation on Rule 60(B)(1), (2) and (5). Did the Courts of Colorado violate State Constitution or the United States Constitution and the constitutional rights of petitioner?

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I. Statement of Jurisdiction

The U.S. Supreme Court has the jurisdiction and authority to grant a Writ of Extraordinary Circumstances under the Writs Act (28 U.S.C.S. § 1651, which authorizes the Supreme Court to issue a writ when it is necessary and appropriate to the aid of their jurisdiction, in agreement to the usages, in principles of law and the Equal Protection clause under the United States Constitution. The power of courts extends to persons who, though no parties to their own to the original action that courts take part engaged in wrongdoing, are in a position to frustrate the implementation of a court order of the proper administration no justice and encompasses even those who have taken any affirmative action in hindering justice. The Supreme Court has the power and authority to issue a Writ of Extraordinary Circumstances under 28 U.S.C.S. § 1651 (a). In re Cheryl R. Richardson is seeking a Writ of Extraordinary Circumstances.

II. Constitutional and Statutory Provisions Involved

A. The petitioner filed a motion that the combined courts of the State of Colorado (District Court and Court of Appeals, and State Supreme Court) failed to answer the question on time limitation and the usage of Rule 60(a)(B)(2)(5) in Colorado courts.

B. The petitioner filed a motion under Colorado Rule 60(A)(B)(2)(5) on Case 01CV307 when court filed the usage term in contract and state law under Colorado Consumer Credit Code 5-5-110 (Notice of Right to Cure), 5-5-201 (Effect of Violations on Rights of Parties), 5-5-202 (Civil Liability for Violation of Disclosure Provisions), 5-4-301 (Property Insurance), 5-4-302 (Insurance on Creditor's Interest Only), 5-4-103 (Definitions—"Consumer Credit Insurance" "Credit Insurance Act"), 5-4-104 (Creditor's Provision of and Charge for Insurance—Excess Amount of Charge), 5-4-105 (Conditions Applying to Insurance to be Provided by Creditor), 5-4-108 (Refund or Credit Required—Amount), and 5-4-110 (Charge for Insurance in

Connection with a Deferral, Refinancing). The courts also overturned a Federal Bankruptcy Court order that the certificate that the creditors have violated.

III. Statement of the Case

A. The petitioner filed a motion under C.R.C.P. 60(A)(B)(1)(2)(5) in Case 01CV307 to the District Court of Colorado. The court denied motion.

B. The petitioner filed an appeal on motion that the District Court denied. The Colorado Court of Appeals also denied 04CA1689. The petitioner on rehearing asked the Court of Appeals what was the time limitation on Rule 60 and when can Rule 60 be used but failed to answer the petitioner's question on Rule 60(B)(1), (2), (5) and 60(A).

C. The petitioners asked the Supreme Court of State of Colorado. The court also failed to answer the petitioner's question on Rule 60(B)(1), (2), (5) and 60(A).

D. In case 01CV3007 the District Court of El Paso County, State of Colorado (Judge David A. Gilbert) violated petitioner's right under the United States Constitution when the judge stated that was not using any laws, rules, or statutes in the court's decision, but ruled "on police report relating to the accident was blank where the plaintiff's insurance information should have been and the court therefore finds that the petitioner did not have insurance coverage for the vehicle" (see Appendix B). When the court misused the law in these rules, it also assisted respondent in taking petitioner's car, $7,306.51 from property insurance, $9,871.17 from Safeway payroll deductions, and $13,226.78 from the petitioner's savings account, which did use 5-4-197 (Refund or Credit—Required Amount).

1. The District Court omitted a Federal Bankruptcy Court order that the certificate that the creditors have violated Chapter 7 U.S.C.S. § 362(a)(6) is hereby stricken (see Appendix D). The respondent violated automatic stay of 11 U.S.C. § 362 when

they repossessed the car on September 11, 2000. When the automatic stay was not over until October 13, 2000, that meant that respondent had violated Chapter 7 U.S.C. 362(a)(6) under United States Bankruptcy Court order. As stated in District Court order, bankruptcy discharges the promissory note, but bankruptcy never discharged promissory note, so that is an omission by the District Court when the District Court omitted the security agreement between the petitioner and respondent, which stated "What happens if you are in default," the extent permitted under state law or awarded under Section 506(B) of the Bankruptcy Code. This means there was a respondent breach of contract when the respondent repossessed the car under automatic stay, which security agreement between petitioner and respondent stated what happens in a bankruptcy, but the omission of the security agreement by the District Court is a misusage of the law. The petitioner is asking the court for the following relief: punitive damages, compensation, inconvenient damages, and economic damages in the amount of $1,500,000.00. Relief can be given under 13-80-102(a), 13-80-108(7), 13-40-123 and Title 42 § 1983.

2. Colorado Court of Appeals (Judge Kapelke and Judge Vogt) did violate petitioner's rights under the United States Constitution by affirming judgment of the District Court, which the Colorado Court of Appeals lawfully discharged the duties of the court by stating, "An appellant must designate all portions of the record necessary for appeal of the trial court's factual findings," which under Colorado Record on Appeal rule 10 stated, "Colorado Rule 10(E) stated, 'If anything material to either party is omitted from the record by error or accident or is misstated therein, the parties by stipulation of the trial court, either before or after the record is transmitted to the

appellate court, or the appellate court, on proper suggestion or of its own initiative, may direct that the omission or misstatement be corrected, and if necessary that a supplemental record be certified and transmitted.'" When the Colorado Court of Appeals denied plaintiff's motion asking the Court of Appeals to amend Designate of Record, that denied plaintiff's right to Colorado laws and rules, which is a civil rights violation (see Appendix A).

3. The Supreme Court, State of Colorado (En Banc) did violate petitioner's rights under the United States Constitution by denying petitioner Writ of Certiorari when the question was presented whether both the Court of Appeals and the District Court had ruled outside state statute, rules, and laws in the case of petitioner.
4. The District Court overturned a Federal Bankruptcy Court order that the certificate that the creditors did violate. Chapter 7 U.S.C. § 362(a)(6) is hereby stricken (see Appendix D). The respondent violated the automatic stay of 11 U.S.C. § 362 when they repossessed the car on September 11, 2000 (see Appendix D). When the automatic stay was not over until October 13, 2000, that meant that respondent had violated Chapter 7 U.S.C. 362(a)(6) under United States Bankruptcy Court order. As stated in District Court order, bankruptcy discharges the promissory note, but bankruptcy never discharged the promissory note, so that is an error by the District Court.
5. The District Court errors therein arose from oversight and omission by stating that state law was not applicable in this case (Richardson v. Safeway) and that respondent did not meet any requirements under the law to repossess a car, as stated in Consumer Credit Code 5-5-110 (Notice of Right to Cure). The respondent never used 5-5-110 to repossess the car. The security agreement stated that what happens if you are in default, the

security agreement would come under state law. The court violated 5-5-202 (Civil Liability for Violation of Disclosure Provisions) by never showing where the respondent paid for the insurance on the car. The court did not point out the fact, which was argued at trial about the case, or did not examine any of the evidence that was provided by both the petitioner and respondent at the two-day trial. They also violated 5-4-301 (Property Insurance) when the court order gave the car and $7,306.51 from property insurance, $9,871.17 from Safeway payroll, and $13,226.78 from the petitioner's disability insurance, which under this statute (5-4-301©(3)) states, "A creditor may not contract for or receive a separate charge for insurance against loss of or damage to property unless the amount financed or principal exclusive of charges for the insurance is three hundred dollars or more, and the value of the property is six hundred thirty dollars or more." This is an unconscionable act by the court, under 5-4-107.

IV. Reasons for Granting Writ of Certiorari Under Extraordinary Circumstances

The petition for Writ of Certiorari should be granted as a Writ of Extraordinary Circumstances (28 U.S.C. § 1651(a)) when the combined courts of the State of Colorado failed to answer the petitioner's question on motion on Rule C.R.C.P. Rule 60(A)(B)(1)(2)(5) and also failed to use state laws, statutes, or use the contract in case 01CV307. Complaint under Colorado tort law, on the fact that the combined courts of the State of Colorado did not use the principles of law in the case of Richardson v. Safeway. The Courts of Colorado did not use any of their laws, rules, and statutes. The courts also omitted all the facts and agreements, and did not examine any evidence that petitioner presented to courts (see Appendixes D and E). The U.S. Supreme Court can grant the Writ of Extraordinary Circumstances and would be in aid to a jurisdiction and also to aid pro se as matter of law. A Writ

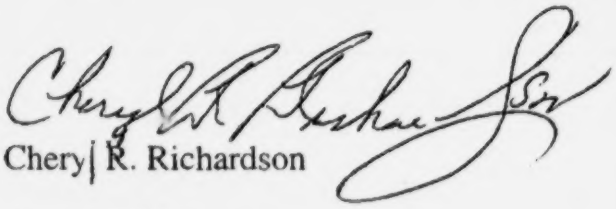
of Extraordinary Circumstances based on the fact that the Colorado courts asserted errors in its orders, did not do fact-finding, and did not use applicable law. The petitioner is asking this court to issue writs as necessary and it would be appropriate in aid of court jurisdiction and agreeable to the usages and principles of law. The power of the Supreme Court to impose duties upon the combined courts of Colorado is not without limits; unreasonable burdens and writs as aids in the performance of its duties, when the use of such historic aids is calculated from this court in its sound judgment to achieve the ends of justice entrusted to it; when District Court omitted the Federal Bankruptcy Court order and security agreement between the petitioner and respondent as stated in the case of United States v. New York Telephone Co., 434 U.S. 159, 54 2Ed 2d 376, 985 Ct. 364, under Courts 505 All Writs Act—Power of Federal Courts, 13, 13b under the All Writs Act (28 U.S.C.S. § 165(a)) which authorizes federal courts to issue all writs necessary or appropriate in aid of their jurisdiction and agreeable to the usages and principles of law. No distinction is to be made between orders in aid of a court's own duties and jurisdiction and orders designed to better enable a party to effectuate his right and duties would be the duties of the U.S. Supreme Court to grant a Writ of Certiorari Extraordinary Circumstances. This would be in aid of jurisdiction for a pro se and the Combined Courts of the State of Colorado.

V. Conclusion

The Petition for a Writ of Certiorari should be granted based on the fact that Combined Courts of the State of Colorado did not use any of their laws, rules, or statutes. They also omitted all the facts and arguments, and did not examine any evidence. They did omit all of Appendixes D and E.

I, Cheryl R. Richardson, certify that the Rehearing for a Writ of Certiorari is presented in good faith and not for delay.

Submitted by



Cheryl R. Richardson

April 25th, 2007

APPENDIX A

COLORADO COURT OF APPEALS

Court of Appeals No. 02CA2297
El Paso County District Court No. 01CV3007
Honorable David A. Gilbert, Judge

Cheryl R. Richardson,

Plaintiff-Appellant,

v.

Safeway Rocky Mountain Federal Credit Union,

Defendant-Appellee.

JUDGMENT AFFIRMED

Division IV
Opinion by JUDGE WEBB
Kapelke and Vogt, JJ., Concur

NOT PUBLISHED PURSUANT TO C.A.R. 35(f)
October 9, 2003

Cheryl R. Richardson, Pro Se

Meinster & Meinster, P.C., Barry Meinster, Conifer, Colorado, for Defendant-Appellee

In this case arising from repossession of a vehicle, pro se plaintiff, Cheryl R. Richardson, appeals from the judgment entered in favor of defendant, Safeway Rocky Mountain Federal Credit Union. We affirm.

Richardson borrowed money from the Credit Union and purchased the vehicle. Richardson declared bankruptcy, but the bankruptcy action was closed before the repossession. The Credit Union repossessed the vehicle after it was involved in an accident and repaired, on the basis that Richardson had not maintained insurance as required by the loan agreement.

Richardson sued the Credit Union for breach of contract, unspecified torts, and "1983 Civil Right." Following a bench trial, the court treated the action as one primarily for breach of contract and found in favor of the Credit Union. Richardson filed a post-trial motion citing C.R.C.P. 60, which the trial court treated as a C.R.C.P. 59 motion and denied.

Richardson argues that the trial court erred in not awarding her tort damages pursuant to §§ 13-80-102, 13-80-108, and 13-40-123, C.R.S. 2002, section 1983 (which we presume to be a claim under 42 U.S.C. § 1983), and 7 U.S.C. § 362(d). These claims are undescribed except by reference to the statutes. Richardson also alleges clerical mistakes and errors in the trial court's factual findings concerning breach of contract that she asserts should have been corrected pursuant to C.R.C.P. 60. We discern no error.

The trial court found that Richardson breached the contract with the Credit Union because she was required to insure the vehicle, but produced no proof of insurance at trial. The trial court further found that the Credit Union legitimately exercised its option to repossess the collateral because the vehicle was in an accident with damages almost equal to its value, the only insurance covering the vehicle was the collateral protection insurance purchased by the Credit Union, and due to Richardson's bankruptcy the vehicle was the only source from which the Credit Union could realize any recovery on its loan. The trial court did not address her tort claims.

A judgment entered by a court of general jurisdiction is presumed correct, and an appellant has the burden of overcoming this presumption. Laessig v. May D & F, 157 Colo. 260, 402 P.2d 183 (1965).

An appellant must designate all portions of the record necessary for appeal of the trial court's factual findings. Hock v. New York Life Ins. Co., 876 P.2d 1242 (Colo. 1994). If the appellant fails to provide a complete record, we presume that the trial court's findings are supported by the evidence. Statements made in briefs cannot supply that which must appear from a certified record. Loomis v. Seely, 677 P.2d 400 (Colo. App. 1983).

Here, Richardson did not designate any transcript from the trial as part of the record on appeal. Thus, we have no basis on which to address Richardson's allegations of error concerning her breach of contract claim or her tort claims under either the Colorado statutes cited or 42 U.S.C. § 1983, and we must therefore presume that the trial court's judgment is correct. Schuster v. Zwicker, 659 P.2d 687 (Colo. 1983).

Richardson also fails to cite legal authority supporting her contentions of error. An appellant's failure to do so generally results in affirmance of the judgment. Biel v. Alcott, 876 P.2d 60 (Colo. App. 1993).

Moreover, Richardson's request for tort damages under §§ 13-80-102 and 13-80-108 is not cognizable as a matter of law. These sections describe statutes of limitations; they do not create a cause of action.

Finally, Richardson did not raise her 7 U.S.C. § 362(d) claim in the trial court, and we therefore decline to address it. See Colby v. Progressive Cas. Ins. Co., 928 P.2d 1298 (Colo. 1996). She raises various arguments based on sections of the Uniform Commercial Code and of the Uniform Consumer Credit Code for the first time in her reply brief. We do not consider arguments raised for the first time in a reply brief. Flagstaff Enters. Constr., Inc. v. Snow, 908 P.2d 1183 (Colo. App. 1995).

Judgment affirmed.

JUDGE KAPELKE and JUDGE VOGT concur.

Colorado Court of Appeals

Colorado Court of Appeals No. 02CA2297
Judge Webb Kepelke, Uagt, JJ

Cheryl R. Richardson,
Plaintiff-Appellant

v.

Safeway Rocky Mountain Federal Credit Union,
Defendant-Appellee

MOTION ASKING COURT OF APPEALS TO AMEND DESIGNATE OF RECORD

Cheryl R. Richardson
515 Shady Crest Circle
Colorado Springs, CO 80916

GRANTED – DENIED
Oct 29, 2003

s/Judge Webb
By the Court

Colorado Court of Appeals

DECISION OF STATE COURT OF APPEALS

COLORADO COURT OF APPEALS July 13, 2006
No. 04CA1689 ORDER DENYING PETITION FOR REHEARING

CHERYL R. RICHARDSON,
PLAINTIFF-APPELLANT
v.
SAFEWAY ROCKY MOUNTAIN, FEDERAL CREDIT UNION,
DEFENDANT-APPELLEE

Appeal from the EL PASO COUNTY
Honorable DAVID A GILBERT, Judge
No. 01CV3007

The PETITION FOR REHEARING filed in this appeal by:

CHERYL RICHARDSON/PLAINTIFF-APPELLANT

is DENIED. DIV III

Issuance of the Mandate is stayed until: August 14, 2006

If a Petition for Certiorari is timely filed with the Supreme Court of Colorado, then the stay shall remain in effect until disposition of the cause by that Court.

By the Court:

GRAHAM, J.
TAUBMAN, J.
FURMAN, J.

COLORADO COURT OF APPEALS

Court of Appeals No.: 04CA1689
El Paso County District Court No. 01CV3007
Honorable David A. Gilbert, Judge

Cheryl R. Richardson,
Plaintiff-Appellant,
v.
Safeway Rocky Mountain Federal Credit Union,
Defendant-Appellee.

ORDER AFFIRMED AND CASE REMANDED WITH DIRECTIONS

Division III
Opinion by: JUDGE GRAHAM
Taubman and Furman, J.J., concur

NOT PUBLISHED PURSUANT TO C.A.R. 35(f)
Announced: June 8, 2006

Cheryl R. Richardson, Pro Se

Meinster & Meinster, P.C., Barry Meinster, Conifer, Colorado, for Defendant-Appellee

In this case arising from repossession of a vehicle, pro se plaintiff, Cheryl R. Richardson, appeals the trial court's order denying her C.R.C.P. 60(b) motion for relief from judgment. We affirm and remand for an award of attorney fees.

Richardson borrowed money from defendant, Safeway Rocky Mountain Federal Credit Union, and purchased the vehicle. Richardson declared bankruptcy, but the bankruptcy action was closed before the Credit Union repossessed the vehicle. The repossession was based on Richardson's failure to maintain insurance as required by the loan agreement.

Richardson sued the Credit Union for breach of contract, unspecified torts, and violation of her "1983 Civil Right." Following a bench trial, the court treated the action as one primarily for breach of contract and found in favor of the Credit Union. The trial court entered its judgment on October 3, 2002.

Richardson filed a post-trial motion citing C.R.C.P. 60(a), which the trial court treated as a C.R.C.P. 59 motion and denied. Richardson appealed, and a division of this court affirmed the trial court's order. Richardson v. Safeway Rocky Mountain Fed. Credit Union, (Colo. App. No. 02CA2297, Oct. 9, 2003) (not published pursuant to C.A.R. 35(f)). Richardson's subsequent petition for certiorari was denied, and the mandate issued on March 30, 2004.

On July 16, 2004, Richardson filed a motion for relief from judgment under C.R.C.P. 60(b)(1) and (2). The trial court denied the motion. After numerous filings by Richardson, a division of this court allowed Richardson to appeal the trial court's denial of her C.R.C.P. 60(b) motion.

We conclude that Richardson's motion for relief from judgment pursuant to C.R.C.P. 60(b)(1) ad (2) was untimely. C.R.C.P. 60(b), as pertinent here, allows the trial court to set aside a judgment for "(1) [m]istake, inadvertence, surprise, or excusable neglect; [or] (2) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse

party." Motions for relief under C.R.C.P. 60(b)(1) and (2) must be filed within six months of entry of judgment.

Here, the final judgment was entered on October 3, 2002, and Richardson's C.R.C.P. 60(b) motion was not filed until twenty-one months later, on July 16, 2004. Thus, the motion was untimely, and the order of the trial court, denying the motion, may be affirmed on that basis.

The Credit Union requests an award of attorney fees pursuant to C.A.R. 39.5, stating that the appeal is frivolous. We agree and conclude that pursuant to § 13-17-102(6), C.R.S. 2005, Richardson should have known that a motion pursuant to C.R.C.P. 60(b)(1) and (2) had to be made within six months after the judgment was entered.

Because we conclude that this appeal is frivolous, we remand the case to the trial court to assess attorney fees against Richardson. See Se. Colo. Water Conservancy Dist. V. Cache Creek Mining Trust, 854 P.2d 167 (Colo. 1993).

The order is affirmed, and the case is remanded to the trial court for an award of attorney fees.

JUDGE TAUBMAN and JUDGE FURMAN concur.

District Court El Paso County, State of Colorado Court Address: 20 E. Vermijo Ave., Colorado Springs, Colorado 80903	FILED-DISTRICT & COUNTY COURTS-EL PASO CO., CO OCT 3 – 2003 DIVISION 7
Plaintiffs: Cheryl Richardson **Defendant** Safeway Rocky Mountain Federal Credit Union	▲ COURT USE ONLY ▲
Meinster & Meinster, P.C. Barry Meinster Attorney for the Defendant PO Box 681 Conifer, Colorado 80433 Phone Number: 303-674-5977 FAX Number: 303-674-9662 E-mail: bmeinster@meinster.com Atty. Reg. #: 15483	Case Number; 01CV3007 Div.: 7 Ctrm:
Order	

Trial was held in this matter on September 18 and 19, 2002. After hearing all witnesses, reviewing all documents submitted by the parties and hearing argument, the court delivered its findings of fact, conclusions of law and final order. The oral ruling is hereby adopted into this order.

The Court finds as follows:

1. The Plaintiff asserted a number of allegations against the Defendant including breach of contract.

2. The Court believes the issues in this case are primarily contract in nature.

3. The Plaintiff had the obligation to provide insurance coverage for the subject vehicle.

4. The Plaintiff had the burden of proving she had automobile insurance conforming to the requirements of the contract documents. This fact could have been proven by a number of documents readily available to the Plaintiff, but no such documents were entered into evidence. The police report relating to the accident was blank where the Plaintiff's insurance information should have been. This was not an oversight by the investigating officer since the insurance information for the other driver (not a party to this litigation) was completed on the form. The Court therefore finds that the Plaintiff did not have insurance coverage for the vehicle.

5. The agreement to maintain insurance on the vehicle is significant, and the Plaintiff's failure to do so justified the Defendant in declaring a breach of the agreement.

6. The contract has a provision whereby the Defendant could declare default if it believed its collateral was in jeopardy. In other words, the Defendant could act if "something happens which significantly reduces (its) ability to realize on" the collateral. The Court finds the following facts existed regarding this issue:

    a. The automobile was in an accident with damages almost equaling the value of the vehicle.

    b. The only insurance covering the vehicle was the collateral protection insurance (CPI) purchased by the Defendant. This insurance did not cover the interests of the Plaintiff nor did it comply with the laws of the State of Colorado.

    c. The requirements of CUNA Mutual, the underwriter of the CPI, were not followed. CUNA denied coverage for the vehicle. Both parties could

have done things to avoid this problem, but the court finds the lack of diligence by each part to be a wash and therefore does not assess responsibility to either.

d. The Plaintiff's husband authorized repairs to the vehicle at a time when no means to pay for those repairs existed.

e. The Plaintiff's personal responsibility on the promissory note was discharged in bankruptcy. The vehicle was the only source from which the Defendant could realize any recovery on its loan.

7. The Court finds the Defendant was justified in feeling insecure and declaring default under the contract.

8. The Defendant legitimately exercised its option to repossess the collateral.

9. The Defendant did not fail to provide any required documentation regarding the repossession.

10. If the Defendant failed to provide any data from 2001 and 2002 to the Plaintiff, it was harmless as that information is not relevant to the matters in dispute.

11. The loss of value to the vehicle was the result of the accident and not caused by the Defendant.

Accordingly, Judgment is entered in favor of the Defendant, Safeway Rocky Mountain Federal Credit Union, and against the Plaintiff, Cheryl Richardson.

Dated: 10-3-02

s/David A. Gilbert
David A. Gilbert
El Paso County District Court Judge

COLORADO COURT OF APPEALS March 30, 2004
No. 02CA2297 MANDATE

CHERYL R. RICHARDSON,
PLAINTIFF-APPELLANT
v.
SAFEWAY ROCKY MOUNTAIN FEDERAL CREDIT UNION,
DEFENDANT-APPELLEE

Appeal from the District Court of EL PASO COUNTY
Honorable DAVID A GILBERT, Judge
No. 2001CV00307

This proceeding was presented to this Court on the record on appeal. In accordance with its announced opinion, the Court of Appeals hereby ORDERS:

JUDGMENT AFFIRMED

Clerk of the Court of Appeals

By: s/Sandra J. Ruybalid
Deputy Court Clerk

DECISION OF STATE TRIAL COURT

District Court El Paso County, State of Colorado Court Address: 20 E. Vermijo Ave., Colorado Springs, Colorado 80903	
Plaintiffs: Cheryl Richardson **Defendant** Safeway Rocky Mountain Federal Credit Union	**▲COURT USE ONLY▲**
Meinster & Meinster, P.C. Barry Meinster Attorney for the Defendant PO Box 681 Conifer, Colorado 80433 Phone Number: 303-674-5977 FAX Number: 303-674-9662 E-mail: bmeinster@meinster.com Atty. Reg. #: 15483	Case Number: 01CV3007 Div.: 7 Ctrm:
Order on Motion Under Rule 60(B)(1)(2) Relief from Judgment or Order And Response thereto	

Upon the foregoing Motion Under Rule 60(B)(1)(2) Relief from Judgment or Order and Response thereto it is hereby ordered that the motion is denied.

Date: _____

_____
District Court Judge

SUPREME COURT, STATE OF COLORADO TWO EAST 14TH AVENUE DENVER, COLORADO 80203 CERTIORARI TO COURT OF APPEALS, 02CA2297 DISTRICT COURT, EL PASO COUNTY, 01CV3007	CASE NO. 03SC812
Petitioner: CHERYL R. RICHARDSON, v. **Respondent:** SAFEWAY ROCKY MOUNTAIN FEDERAL CREDIT UNION.	
ORDER OF COURT	

Upon consideration of the Petition for Writ of Certiorari to the Colorado Court of Appeals and after review of the record, briefs, and the judgment of said Court of Appeals,

IT IS THIS DAY ORDERED that said Petition for Writ of Certiorari shall be, and the same hereby is, DENIED.

BY THE COURT, EN BANC, MARCH 22, 204.

Copies mailed via the State's Mail Services Division on 03/22/04. mlk

Cheryl R. Richardson
515 Shady Crest Cir.
Colorado Springs, CO 80916

Barry Meinster
PO Box 681
Conifer, CO 80433

Carlin Dodge
7455 Austin Bluffs Pkwy
Colorado Springs, CO 80918

Clerk of the Court
Colorado Court of Appeals

Clerk of the Combined Court
El Paso County
PO Box 2980
Colorado Springs, CO 80901

Honorable David A. Gilbert
District Court Judge

DECISION OF STATE SUPREME COURT DENYING REVIEW

SUPREME COURT, STATE OF COLORADO TWO EAST 14TH AVENUE DENVER, COLORADO 80203 CERTIORARI TO THE COURT OF APPEALS, 04CA1689 DISTRICT COURT, EL PASO COUNTY, 01CV3007	CASE NO. 06SC508

Petitioner:
CHERYL R. RICHARDSON,
v.
Respondent:
SAFEWAY ROCKY MOUNTAIN FEDERAL CREDIT UNION.

ORDER OF COURT

Upon consideration of the Petition for Rehearing on Writ of Certiorari filed in the above cause, and now being sufficiently advised in the premises,

IT IS ORDERED that said Petition for Rehearing on Writ of Certiorari shall be, and the same hereby is, DENIED.

BY THE COURT, NOVEMBER 28, 2006.

Copies mailed via the State's Mail Services Division on 11-29-06.

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515 Shady Crest Cir.
Colorado Springs, CO 80916

Barry Meinster
PO Box 681
Conifer, CO 80433

APPENDIX D

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:	)	
	)	
ROBERT LEE RICHARDSON,	)	Case No. 00-17100 DEC
SS#: 347-44-0367	)	Chapter 7
CHERYL RENA RICHARDSON,	)	
SS#: 358-44-1986	)	FILED BRADFORD L.
	)	BOLTON, CLERK
Debtors.	)	AUG – 3 2001
		U.S. BANKRUPTCY COURT DISTRICT OF COLORADO

The Honorable Donald E. Cordova
United States Bankruptcy Judge:

ORDER STRIKING CERTIFICATE THAT THE CREDITORS HAVE VIOLATE {SIC] CHAPTER 7 U.S.C.S. 362(A)(6)

THIS MATTER comes before the Court on the Debtors' "Certificate that the Creditors Have Violate [sic] Chapter 7 U.S.C.S. 362(a)(6). The Court's review of the file indicates that the above-captioned case was closed on October 13, 2000. The Court therefore has no jurisdiction to grant the relief sought by the Debtors. The automatic stay of 11 U.S.C. §362 terminates upon the closing of the case, and the lien on the secured property survives the bankruptcy case. Accordingly, any relief sought by the Debtors as to the repossession of their vehicle must be obtained in the state court. Therefore it is

ORDERED that the Certificate that the Creditors Have Violate [sic] Chapter 7 U.S.C.S. 362(a)(6) is hereby stricken.

DATED: August 3, 2001

By the court:

s/Donald E. Cordova
Donald E. Cordova
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:	)
	)
ROBERT LEE RICHARDSON	) Bankruptcy Case No.
SSN 347-44-0367	) 00-17100 DEC
and	) Chapter 7
SHERYL RENA RICHARDSON	)
SSN 358-44-1986,	)
	)
Debtors.	)

FILED
BRADFORD L.
BOLTON, CLERK

AUG 24 2001

U.S.
BANKRUPTCY
COURT
DISTRICT OF
COLORADO

The Honorable Donald E. Cordova
United States Bankruptcy Judge:

ORDER REGARDING CERTIFICATE THAT THE CREDITORS HAVE WILLFULLY AND KNOWINGLY MAKE [SIC] A FALSE MATERIAL DECLARATION TO THE COURT ABOUT 8,000 DOLLARS

THIS MATTER is before the Court on the Debtors' filing of a "Certificate that the creditors have willfully and knowingly make [sic] a false material declaration to the court about 8,000 dollars." The Court recognizes, after reviewing the file, that the above captioned case was closed on October 13, 2000. The Court has no jurisdiction to grant the Debtors the relief sought in the "Certificate." *See In re Ford*, 188 B.R. 523, 526 (Bankr. E.D. Pa. 1995) (after case is closed bankruptcy jurisdiction "recedes"). Accordingly, the Debtors must resort to a different forum for the relief that they seek. Therefore it is

ORDERED that the "Certificate that the creditors have willfully and knowingly make [sic] a false material

declaration to the court about 8,000 dollars" is hereby stricken.

DATED: August 24, 2001.

By the court:

s/Donald E. Cordova
Donald E. Cordova
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:	)
	)
ROBERT LEE RICHARDSON	) Bankruptcy Case No.
SSN 347-44-0367	) 00-17100 DEC
and	) Chapter 7
SHERYL RENA RICHARDSON	)
SSN 358-44-1986,	)
	)
Debtors.	)

FILED
BRADFORD L.
BOLTON, CLERK

AUG 31 2001

U.S.
BANKRUPTCY
COURT
DISTRICT OF
COLORADO

The Honorable Donald E. Cordova
United States Bankruptcy Judge:

ORDER REGARDING
RESPONSE TO CERTIFICATE THAT THE CREDITORS HAVE WILLFULLY AND KNOWINGLY MAKE [SIC] A FALSE MATERIAL DECLARATION TO THE COURT ABOUT 8,000 DOLLARS AND MOTION TO STRIKE THE PLEADING AND REQUEST FOR SANCTIONS

THIS MATTER is again before the Court on the motion of Safeway Rocky Mountain Federal Credit Union ("Safeway") to strike a pleading filed by the Debtors on August 20, 2001 entitled "Certificate that the creditors have willfully and knowingly make [sic] a false material declaration to the court about 8,000 dollars." Safeway also requests sanctions against the Debtors under Fed. R. Civ. P. 11 for filing a frivolous pleading.

Because the Debtors' bankruptcy case was closed on October 13, 2000, the Court has stricken subsequent pleadings filed by the Debtors. Specifically, with respect to the pleading at issue in Safeway's motion, the Court

ordered the "certificate" stricken on August 24, 2001. Thus, the relief that Safeway seeks has been afforded by the Court. Indeed, the Court ordered the pleading stricken four days before Safeway filed its motion to strike.

With respect to sanctions, on August 22, 2001, the Court rescinded an earlier award of sanctions, dated August 15, 2001, because that sanction order had been entered in error. Aside from jurisdictional limitations concerning Safeway's current request for sanctions, its motion fails to comply with Fed. R. Bankr. P. 9011. Therefore, it is

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO
Bankruptcy Judge Donald E. Cordova

In re:	)	Case No. 00 17100 DEC
	)	Chapter 7
ROBERT LEE RICHARDSON	)	
SSN 347-44-0367	)	
and	)	
CHERYL RENA RICHARDSON	)	
SSN 358-44-1986	)	
Debtors.	)	

FILED
BRADFORD L.
BOLTON, CLERK

AUG 22 2001

U.S.
BANKRUPTCY
COURT
DISTRICT OF
COLORADO

ORDER RESCINDING ORDER ENTERED AUGUST 15, 2001

THIS MATTER comes before the Court sua sponte. On August 15, 2001, an Order was entered by the Court in error. On September 14, 2000 the Debtors received their discharge and their case was closed on October 13, 2000. It is therefore,

ORDERED that the Order entered on August 15, 2001 is rescinded.

Dated this 22 day of August, 2001.

BY THE COURT:

s/Donald E. Cordova
Donald E. Cordova
United States Bankruptcy Judge

ORDER OF STATE SUPREME COURT DENYING REHEARING

SUPREME COURT, STATE OF COLORADO TWO EAST 14TH AVENUE DENVER, COLORADO 80203 CERTIORARI TO THE COURT OF APPEALS, 04CA1689 DISTRICT COURT, EL PASO COUNTY, 01CV3007	CASE NO. 06SC508
Petitioner: CHERYL R. RICHARDSON, v. **Respondent:** SAFEWAY ROCKY MOUNTAIN FEDERAL CREDIT UNION.	
ORDER OF COURT	

Upon consideration of the Petition for Writ of Certiorari to the Colorado Court of Appeals and after review of the record, briefs, and the judgment of said Court of Appeals,

IT IS THIS DAY ORDERED that said Petition for Writ of Certiorari shall be, and the same hereby is, DENIED.

BY THE COURT, EN BANC, NOVEMBER 13, 2006.

Copies mailed via the State's Mail Services Division on 11/13/06. KLM

Cheryl R. Richardson
515 Shady Crest Cir.
Colorado Springs, CO
80916

Honorable David A. Gilbert
El Paso County
PO Box 2980
Colorado Springs, CO 80901

Barry Meinster
PO Box 681
Conifer, CO 80433

Clerk of the Combined Court
El Paso County
PO Box 2980
Colorado Springs, CO 80901

Clerk of the Court
Colorado Court of Appeals

LOANLINER

Safeway Rocky Mountain Federal Credit Union

CREDIT AGREEMENT

HOW TO APPLY:
- Read section 1
- Sign section 2
- Return this Credit Agreement to the Credit Union
- An incomplete or unsigned form may delay processing

IMPORTANT

The following is a part of your LOANLINER Open-End plan. Read this information before signing on page 2. Please see the accompanying Addendum for a disclosure of your various Subaccounts, Present Annual Percentage Rates, Daily Periodic Rates and any additional information.

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1 CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE

This LOANLINER Credit Agreement and Truth in Lending Disclosure will be referred to as "this Plan". "You" and "your" mean each person who signs this Plan. The "credit union" means the credit union whose name appears above or anyone to whom the credit union transfers its rights under this Plan.

HOW THIS PLAN WORKS – The credit union anticipates that you will borrow money (called advances) under this Plan from time to time. The credit union, however, is not required to make advances to you under this Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called subaccounts) available under this Plan. If you have been approved for credit under a subaccount marked with a star (*), you will be given a specific credit limit for that subaccount. For other subaccounts you may not be given a specific dollar limit.

PROMISE TO PAY – You promise to repay to the credit union all advances made to you under this Plan and any applicable charges described in the Addendum. You promise to pay interest on what you owe until the total amount has been repaid. The interest rate depends on the subaccount under which the advance is made. The Addendum shows the current interest rates as daily periodic rates and their corresponding annual percentage rates. If the interest rate for any or all advances is a variable interest rate, the Addendum explains how the variable interest rate works.

PAYMENTS – The amount of payments for an advance is determined according to the payment schedule in the Addendum. Payments are due on the last day of each month unless a different date is set by the credit union at the time of an advance. If the Addendum has no payment schedule for a subaccount, the amount and due date of payments will be determined at the time of each advance.

Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may prepay all or part of what you owe at any time without any prepayment penalty.

COST OF CREDIT – The dollar amount you pay for money borrowed is called a finance charge. The finance charge begins on the date of each advance. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payment and credits to that balance have been subtracted and any new advances have been added. A finance charge will be computed separately for each separate balance under this Plan.

SECURITY INTEREST – You agree that all advances you receive under this Plan will be secured by all shares and deposits in all joint, individual and trust accounts you have with the credit union now and in the future. Whether additional security will be required depends on the type of credit you request. If you request an advance under a subaccount which describes property, that type of property must also be given as security. For example, a subaccount called "New Car Advances" means the security will be a new car. A subaccount called "Other Secured Advances" means you must offer security acceptable to the credit union for the advance. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits.

Property given as security under this Plan or for any other loan will secure all amounts you owe the credit union now and in the future. However, for advances made under this Plan, the credit union specifically waives any security interest it may have in your dwellings given through any other mortgages or security agreements.

DEFAULT – You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you die, file for bankruptcy, or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if your ability to pay what you owe or to perform your other obligations under this Plan is significantly reduced. You will also be in default if something happens which significantly reduces the credit union's ability to realize on any property you have given as security.

When you are in default and after expiration of any right you have under applicable state law to cure your default, the credit union can demand immediate payment of the entire amount you have borrowed under this Plan. If immediate payment is demanded, you will continue to pay

interest at the applicable interest rates in effect under this Plan until what you owe has been repaid. If a demand for immediate payment has been made, the shares and deposits given as security for this Plan can be applied towards what you owe. The credit union can also exercise any other rights given by law when you are in default.

PROPERTY INSURANCE – You will be required to purchase property insurance on certain types of security that you give for advances. You may purchase the property insurance from anyone you choose that is acceptable to the credit union.

NOTE: The following section applies only if the credit union is federally chartered. The credit union has a federal charter if its name includes the words "Federal Credit Union" or "FCU."

CANCELLING OR CHANGING THIS PLAN – The credit union has the right to change the terms of this Plan from time to time after giving you any advance notice required by law. Any change will apply to future advances. At the discretion of the credit union and subject to any requirements of the applicable law, the change in terms will also apply to unpaid balances. An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under this Plan.

The credit union can cancel the entire Plan or any part of this Plan at any time. You can cancel this Plan at any time. Your obligation to pay the unpaid balances under the terms of this Plan continues whether you or the credit union cancel this Plan or any part of this Plan.

NOTE: The following section applies only if the credit union is state chartered. The credit union has a state charter if its name does not include the words "Federal Credit Union" or "FCU."

CANCELLING OR CHANGING THIS PLAN – The credit union can cancel this entire Plan or any part of this Plan at any time. You can cancel this Plan at any time. Your obligation to pay the unpaid balances under the terms of this Plan continues whether you or the credit union cancel this Plan or any part of this Plan.

WARNING: By entering into this agreement, you agree that the terms of this Plan can be changed from time to time in accordance with Colorado law and other applicable law. That means the interest rates you are paying on existing balances can be increased. To avoid the effect of any change you can repay what you owe before the changes become effective.

If you have a variable interest rate for an advance, an increase in accordance with the index or formula for the variable rate is not considered a change in terms under this Plan.

STATEMENTS AND NOTICES – On a regular basis you will receive a statement showing all transactions under this Plan during the period covered by the statement. Statements and notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all.

JOINT ACCOUNTS – If this is a joint account, each of you authorizes the other(s) to get advances individually under this Plan. That means an advance can be made upon the request of only one of you and that the check can be issued to only one of you. If you give inconsistent instructions, the credit union can refuse to follow your instructions.

EACH PERSON LIABLE – Each of those who sign this Plan will be individually and jointly responsible for paying the entire amount owed under this Plan. That means the credit union can enforce its rights under this Plan against any one of you individually or against all of you together.

UPDATING INFORMATION – You promise that you will promptly give the credit union written notice if you move, change your name or employment, or if any other information you provided to the credit union changes. You also agree to provide the credit union updated financial information about yourself upon request.

NO WAIVER – The credit union can delay enforcing any of its rights any number of times without losing its rights.

CONTINUED EFFECTIVENESS – If the law makes any term(s) of this Plan unenforceable, the other terms will remain in effect.

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2 SIGNATURES

It is important that you read all the provisions of the Credit Agreement and Addendum thoroughly before you sign below. You have read the LOANLINER Credit Agreement and by signing below, you agree to be bound by the terms of the agreement.

X s/Cheryl R. Richardson 5/3/99 X _____

APPLICANT'S SIGNATURE/DATE OTHER SIGNATURE

---

3 CREDIT UNION INFORMATION

_____ APPROVED $_____

DATE LIMITS SIGNATURE

$ 0.00 $_____ $_____

LINE OF CREDIT

_____

DEBT RATIO

☐ LOAN OFFICER ADVANCE APPROVED:

☐ CREDIT COMMITTEE OR OTHER ☐ YES

☐ NO

☐ COUNTER OFFER WILL BE MADE, IF ACCEPTED, ADVANCE APPROVED

OUTSIDE INFORMATION CONSIDERED ☐ YES ☐ NO

IF YES, ATTACH ADDITIONAL SHEET AND DESCRIBE

REFERRED TO/REASON(S) FOR REFERRAL:

_____

_____

_____

DESCRIBE COUNTER OFFER: _____

SPECIFIC REASON(S) FOR REJECTION: _____

SIGNATURES:

☐ LOAN OFFICER X s/[illegible] [date illegible]

☐ CREDIT COMMITTEE X _____

☐ ECOA NOTICE AND REASON FOR REJECTION SENT OR DELIVERED ON

_____

(DATE) BY (INITIALS)

CUNA MUTUAL GROUP
CUMIS INSURANCE SOCIETY, INC.

May 13, 2002

FILED-DISTRICT &
COUNTY COURTS-EL
PASO CO., CO
MAY 20 2002
DIVISION 7

Cheryl Richardson
3045 Loma Vista Point #205
Colorado Springs, CO 80918

Subject: Claim: I 1122439
Insured: Safeway Rocky Mountain FCU
Borrower: Cheryl Richardson
Account: 23477009 Loan: 01
Property 1998 Chrysler Sebring

Dear Ms. Richardson:

This is in response to your inquiry regarding the above Collateral Insurance claim. We were notified of the loss by Safeway Rocky Mountain Federal Credit Union 06/29/00. Initially we denied the claim because a condition of the Collateral Insurance policy is that we be allowed to inspect the property in its damaged condition. We were advised the vehicle had already been repaired.

The credit union called us 08/16/00 and requested that we reconsider. We assigned an appraiser to review the estimate. He agreed that all was in order and we processed the claim payment of $7,306.51 payable to the credit union 08/31/00.

Under normal circumstances, if all is in order with the insurance, we assign an appraiser to inspect the property within forty-eight hours of receiving the claim. We ask that the appraiser inspect the vehicle within three days if possible.

We hope this answers your questions. If you have any questions, please feel free to call me at 1-800-677-5363 extension 7685.

Sincerely,

s/Nancy Roisum

Nancy Roisum
Claims Specialist
Corporation Financial Coverages

ngr
7685/02-53890/T5-1
opeiu-39
cc: Linda Jocelyn, Safeway Rocky Mountain Federal Credit Union

CUNA MUTUAL GROUP
CUMIS INSURANCE SOCIETY, INC.
P.O. BOX 1084 – 5810 Mineral Point Road
Madison, WI 53701-1084
Phone: 800/937-2644

CERTIFICATE NO: 781001036
11/23/1999

BORROWER: INDIVIDUAL CERTIFICATE
CHERYL R RICHARDSON
8285 CAMFIELD CIR
COLORADO SPRINGS, CO 80920

INSURED CREDIT UNION:
SAFEWAY ROCKY MOUNTAIN
FEDERAL CREDIT UNION
3138 S PARKER RD
AURORA, CO 80014-3110

BORROWER ACCOUNT NO: 0023477009-001
CONTRACT NO: 105-0139-5
REFUND PERIOD: 30 DAYS

YEAR	MAKE	MODEL	IDENTIFICATION NUMBER
98	CHRYSLER	SEBRING	05516

AMOUNT OF COVERAGE	PREMIUM
17,587.00	2,200.00

DEDUCTIBLE PER LOSS
$200

COVERAGE UNDER THIS POLICY PROTECTS THE INTEREST OF THE INSURED CREDIT UNION AND DOES NOT PROTECT THE INTEREST OR EQUITY OF THE OWNER OR BORROWER. THIS POLICY DOES NOT PROVIDE ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGE NOR DOES IT MEET ANY FINANCIAL RESPONSIBILITY OR NO-FAULT LAW. THIS POLICY DOES NOT PROVIDE

MEDICAL INSURANCE, UNINSURED MOTORIST, OR UNDERINSURED MOTORIST COVERAGE.

TERM-OF-COVERAGE is effective at 12:01 a.m. at the address of the insured credit union.

Effective			Expiration		
Mo.	Day	Yr.	Mo.	Day	Yr.
07	21	99	07	21	00

COLLATERAL INSURANCE PROVISIONS FOR THE INDIVIDUAL CERTIFICATE

The Collateral Insurance Provisions apply to all coverage provided under the Collateral Insurance Policy. Read the entire Policy carefully to determine rights, duties and what is and is not covered. The words we, us and our refer to CUMIS Insurance Society, Inc. Other words and phrases that appear in **bold** print are defined and have special meaning.

COVERAGE

We will pay for direct, sudden and accidental **comprehensive** or **collision** loss to the **property**, if the **date of loss** occurs during the term of an **individual certificate**. An **individual certificate** will be issued only if: a. The insured credit union has not provided us with evidence of **comprehensive** and **collision** insurance for the **property**; and b. the **actual cash value** of the **property** and the **outstanding loan balance** are more than the **self insurance limit**. The insured credit union is responsible for providing us with information we request for determining coverage on the **property**, according to our established procedures.

LOSS SETTLEMENT

1. In the event of loss to which this Coverage applies, we will pay the insured credit union the least of the following amounts: a. The **cost of repair**; or b. The **actual cash value** of the damaged or stolen **property** as of the **date of loss**, less **salvage**; or c. The **outstanding loan balance** of

the damaged or stolen **property** as of the actual date the **property** is damaged or stolen, the date the **property** is **repossessed** or the date the loss is reported to us, which ever is least, less **salvage**; or d. The amount of coverage stated on the applicable **individual certificate**, less **salvage**. 2. In lieu of payment under the above loss settlement options; 1. a, b, c, or d, at our option, we may: a. Pay for, repair or replace damaged or stolen **property**; or b. Return the stolen **property** at our expense. We will pay for any damage to the **property** that results from theft.

Deductible – We will only be liable when each covered loss exceeds the insured credit unions deductible and only for the amount greater than the deductible.

Towing – If there is a payable loss on the **property**, for a loss which occurred within the United States of America,